

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE <b>16-Jul-2006</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 08956</b>		CODE <b>W917PM</b>		7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <b>W917PM-06-R-0046</b>	
				X		9B. DATED (SEE ITEM 11) <b>28-Jun-2006</b>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>  1  </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Terin-Kwot Road (109KM); Kandahar, Afghanistan  Section 01010: Scope of Work; Change in it's entirety and replace with the attached Section 01010: Scope of Work.  All other terms and conditions remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>16-Jul-2006</b>	

**SECTION 01010****SCOPE OF WORK****1. GENERAL****1.1 BASE PROPOSAL****1.1.1 Tirin Kot Road Repairs: Middle Section**

Design and construct 40km of road between Tirin Kot and Kandahar, 65.98108E, 32.04724N to 66.10532E, 32.22453N (see map, Appendix A). The current condition of the road is paved 24km with SBST surfacing and the remaining 16km is gravel-surfaced and is 7 meters wide. The 24km of existing SBST shall be removed by contractor and hauled to a disposal site approved by the Contracting Officer. Contractor shall construct 40km of DBST paved road to replace the existing road. The final improved state for the road shall consist of a smooth, DBST surface 7m wide with 1 meter shoulders and shall be constructed as specified in Section 32-12-11 Bituminous Surface Treatment. Road shall be constructed with 100mm well graded aggregate base course, and a DBST surface treatment. Good drainage and erosion protection shall be constructed along the entire alignment as needed. High erosion areas such as wadi crossings shall be armored with at-grade concrete ford structures. Bridges, culverts, gabion crossings, concrete wadi crossings or other related structures shall be constructed as required over rivers and wadis that contain water and deep drainages that fill with water during rainy season. Erosion control structures shall be constructed in flood areas to prevent road blockage and wash-out. Guard rail shall be constructed at road edges with steep dropoffs or sharp curves for traffic safety. Portions of the road that follow the river bed shall be re-aligned and constructed out of the river bed at an elevation that will not flood when the river is filled with water. Mountainous sections of road have steeper and longer grades and may require significant drainage and slope protection. Contractor is responsible to verify site conditions.

**1.2 OPTIONS****1.2.1 Tirin Kot Road Design and Construction: Northern Section**

Provide investigation of deficient drainage and erosion areas along 42km of existing paved road in the northern portion of the Tirin Kot Road, 66.10532E, 32.22453N to 66.05201E, 32.36079N (see map in Appendix A). Construct storm drainage and erosion protection in washed out and eroded areas along the existing road alignment as needed. High erosion areas such as wadi crossings shall be armored with at-grade concrete ford structures. Bridges, culverts, gabion crossings, concrete wadi crossings or other related structures shall be constructed as required over rivers and wadis that contain water and deep drainages that fill with water during rainy season. Ditching and erosion control structures shall be constructed in flood areas to prevent road flooding, blockage and wash-out.

**1.2.2 Tirin Kot Road Repairs: South Section**

Provide investigation and repair for damaged road sections located on the southern 57km section of Tirin Kot Road from 65.67041E, 31.66841N to 65.98108E, 32.04724N (see map). Repairs shall be accomplished by filling potholes with asphalt patching material and providing drainage and erosion protection in washed out and eroded areas along the existing road alignment as needed. Identify deficient drainage areas and provide additional ditching, fords or structures to mitigate storm water drainage. High erosion areas such as wadi crossings shall be armored with at-grade concrete ford structures. Bridges, culverts, gabion crossings, concrete wadi crossings or other related structures shall

be constructed as required over rivers and wadis that contain water and deep drainages that fill with water during rainy season. Erosion control structures shall be constructed in flood areas to prevent road blockage and wash-out.

### **1.3 General**

Pipe culverts and culverts less than 1.5 meters in diameter shall not be used in construction along Tirin Kot Road. Contractor shall construct shallow drainages with armored, at-grade concrete fords and deeper drainages with large, reinforced concrete culvert sections or bridges.

## **2. LOCATION**

The road project is located in the Kandahar province of Afghanistan, as shown on attached map.

## **3. MINES CLEARING AND UNEXPLODED ORDNANCE (UXO)**

It is not expected that mines or UXO are present in this area. It is the Contractor's responsibility to determine and obtain certificates of UXO clearance prior to bringing workers and or equipment on to the project site. If, during construction activities, UXO is unexpectedly discovered or uncovered, or suspected to be present, all operations shall cease immediately until item is removed. If at any time during contract performance, the Contractor becomes aware of or encounters UXO or potential UXO, the Contractor shall immediately have the item safely removed. The Contractor assumes the risk of any and all personal injury, property damage or other liability, arising out of and resulting from any Contractor action hereunder.

## **4. SUMMARY OF WORK**

### **4.1 Contractor Requirements**

The contractor shall accomplish required work at the site within a design-construct contract and shall be in accordance with the requirements stated in Section 01015: TECHNICAL REQUIREMENTS and others sections herein. Refer to Section 01015 for further direction.

Road shall be surveyed and stationered. The attached drawing gives coordinates for the limits of the project and where the road transitions between north, middle and south sections, paved and unpaved. Contractor shall report to the Contracting Officer updated progress of the project in weekly progress reports that include, but are not limited to, summary of work being performed, quantity of excavation and fill, quantity of paving, locations of drainage structures, current location of ongoing construction, photographs, climate data, equipment on site, safety issues, security issues, number of workers and type of work being performed. All project features and locations outlined above shall be reported in GPS and station coordinates.

The work within this contract shall meet and be constructed in accordance with current applicable local standards. In the case where a local standard is not available, U.S. design and building codes and safety and security standards shall apply. A partial listing of references is included herein.

All requirements set forth in the Scope of Work, but not included in the Technical Requirements, shall be considered as set forth in both, and vice versa.

#### **4.1.1 Design Charrette**

The Contractor awarded this contract shall schedule a one-day (minimum) design Charrette, at approximately 10% design, with the Corps of Engineers and other stakeholders identified by the

Contracting Officer. The charrette shall ensure the fine points of the road alignment, road design, structures and drainage design are finalized and agreed on by all parties before going to 100% design and construction documents. The design team shall consider local and innovative methods of design, planning and construction to ensure best value and best application for the reconstructed roads.

#### **4.1.2 Roads and Pavements**

Road design and construction shall be in accordance with the Ministry of Rural Rehabilitation and Development and Ministry of Public Works Standards, latest edition, and based upon criteria included in Section 01015. Contractor is responsible for all required soil testing and surveying for pavement and road design. The design requires a comprehensive topographic survey.

All road plans and as-builts shall be drawn in the following projection and datum for incorporation into the U.S. Army Corps of Engineers GIS system:

WGS 1984 UTM Zone 42 N

#### **4.1.3 Construction**

Construction specifications shall be submitted to the Government for approval and shall be in accordance with technical references in this contract. The Contractor shall submit a plan for maintaining traffic flow during road construction.

#### **4.1.4 Grading**

Grading at the site is required and shall conform to requirements within references herein.

#### **4.1.5 Security**

The contractor is responsible for all security and safeguard measures of his/her personnel, equipment and supplies during the entire contract performance period. Although the Afghanistan National Army (ANA), Afghanistan National Police (ANP), or Coalition Forces (CF) may have established operations or checkpoints in the area, no additional security measures shall be provided by the ANA, ANP, or CF.

### **5. COMPLETION OF WORK**

Liquidated damages in the amount of \$1,000 for every calendar day of delay shall be assessed and charged to the Contractor.

### **6. WARRANTY**

Contractor shall warranty all work for a period of one year after final acceptance of the project. Warranty work shall include grading, repairing and upgrading eroded areas, structures and drainages as necessary to bring the road back to 100% serviceability.

### **7. REFERENCES**

Refer to Section 01015 for required references.

-- End of Section --